

to attend any instruction or training program in connection with the securing of any license, permit or certificate required by the Employer for the performance of duties in the building. Time spent shall be considered as time worked for the purpose of computing overtime pay.

The Thomas Shortman School shall establish, for new and existing employees, a "Quality of Life" training program which shall include, but not be limited to, tenant relations and appropriate conduct by residential employees.

27. Garnishments.

No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

28. Death in Family.

A regular, full or part-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of their parent, brother, sister, spouse or child, and shall be paid regular, straight-time wages for any of such three days on which the employee was regularly scheduled to work, or entitled to holiday pay.

With respect to grandparents, the Employer shall grant a paid day off on the day of the

funeral if such day is a regularly scheduled workday.

29. Union Visitation.

Any business agent or other duly authorized representative of the Union shall have access to the buildings or sites where union members are employed to determine whether the terms of this agreement are being complied with. Access shall be granted only if there is prior notice to the Employer and such access does not interfere with the work being performed at the building.

30. Jury Duty.

Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of two (2) weeks in each calendar year.

Pending receipt of the jury duty pay, the Employer shall pay the employee his regular pay on his scheduled pay day. As soon as the employee receives jury duty pay, he shall reimburse his Employer by signing the jury duty pay check over to the Employer.

Employees who serve on a jury shall not be required to work any shift during such day. If an employee is a weekend employee and

assigned to jury duty, he shall not be required to work the weekend.

In order to receive jury duty pay, the employee must notify the Employer at least two (2) weeks before he is scheduled to serve.

If less notice is given by the employee, the notice provision regarding change in shift shall not apply.

31. Identification.

Employees may be required to carry with them and exhibit proof of employment on the premises. The RAB and the Union may appoint a committee within thirty (30) days of the signing of this Agreement to establish a system for this purpose. If such system is not timely established, either party may submit the matter to arbitration.

32. Service Center Visit.

Every regular full-time employee who has been employed in the building for one (1) year or more shall be entitled, upon one (1) week's notice to his Employer, to take one (1) day off in each calendar year at straight time pay to visit the office of any one of the benefit funds, for the purpose of conducting business at the benefit office, or to visit an employee's personal physician, upon a showing of proof.

Such employee shall receive an additional one (1) day off with pay to visit the benefit fund office if the office requires such a visit.

In the event that an employee chooses to visit any one of the benefit fund offices after having used up their entitlement pursuant to the above two (2) paragraphs, they may use any remaining sick days for that purpose.

33. Death of Employee.

If any employee dies after becoming entitled to but before receiving any wage or pay hereunder, it shall be paid to his estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to benefits under Article X, where the rules and regulations of the Health and Pension Funds shall govern.

34. Government Decrees.

If because of legislation, governmental decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation between the parties to take such measures and make such revisions in the contract as may legally provide substitute benefits and improvements for the employees at no greater

cost to the Employer. If they cannot agree, the dispute shall be submitted to the Arbitrator.

In the event that any provision of this contract requires approval of any government agency, the RAB shall cooperate with the Union with respect thereto.

35. Common Disaster.

There shall be no loss of pay as a result of any Act of God or common disaster causing the shut down of all or virtually all public transportation in the City of New York, making it impossible for employees to report for work, or where the Mayor of the City of New York or the Governor of the State of New York directs the citizens of the City not to report for work. The Employer shall not be liable for loss of pay of more than the first full day affected by such Act of God or common disaster. Employees necessary to maintain the safety or security of the building shall be paid only if they have no reasonable way to report to work and employees refusing the Employer's offer of alternate transportation shall not qualify for such pay. The term "public transportation" as used herein shall include subways and buses.

36. Rent Collection.

No employee as part of their usual and regular duties shall be required to retain cash

rent for more than twenty-four (24) hours.

37. *Lie Detector.*

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

38. *Saving Clause.*

If any provision of this agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this agreement.

39. *Complete Agreement.*

This agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

40. *Transportation Costs.*

The RAB will encourage its members to adopt a qualified transportation fringe benefit program pursuant to which employees may pay for certain qualified transportation costs (e.g. transit passes, qualified parking) on a pre-tax basis, to the extent permitted by law. The RAB will make information available to its members

that is necessary to assist them in the adoption and implementation of the program.

41. Method of Service.

The parties agree that all references in the Agreement to "telegram" shall be deleted and replaced with "facsimile *and also* by hand."

42. Security Background Checks.

On change of ownership or conversion of the status of a building or employee, employees may be subject to security background checks. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination. Notwithstanding the above, Employers shall not subject employees to security background checks on a disciplinary or retaliatory basis. Any disciplinary action imposed arising from security background check results shall only be for just cause.

All security background checks shall be confidential and may be disclosed only to the RAB and the Union; as necessary for the administering of this Agreement; and/or as required by law. The Employer shall pay all costs of any security background checks.

43. Notices.

All notices required to be sent to the Union shall be addressed to Director, Contracts and Complaints, at 101 Avenue of the Americas, 19th Floor, New York, NY 10013.

ARTICLE XVIII

Term of Agreement and Renewals

If legislation is enacted which eliminates or reduces present state law regarding Labor Pass Along, the RAB may, upon 90 days notice to the Union, cancel this Agreement.

This Agreement shall continue in full force and effect up to and including April 20, 2010.

Upon the expiration date of this Agreement, the same shall continue in full force and effect for an extended period until a successor agreement has been executed. During the extended period, all terms and conditions shall be in effect and the parties shall negotiate for a successor agreement retroactive to the expiration date. All provisions and improvements in such successor agreement shall be retroactive unless such agreement shall otherwise provide.

In the event the parties are unable to agree upon the terms of a successor agreement, either party upon ten (10) days' written notice to the

other party may cancel this agreement. Such cancellation shall not apply to Article IX, Section 4 for a period of six (6) months after the expiration date of the contract.

Sixty (60) days before said expiration date, the parties shall enter into direct negotiations looking towards a renewal agreement.

If fifteen (15) days before this Agreement expires, the parties shall not have been able to agree upon the terms of a new agreement, both parties will thereupon confer with the New York State Employment Relations Board for the purpose of conciliating their differences.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

REALTY ADVISORY BOARD ON LABOR
RELATIONS, INCORPORATED

James F. Berg
President

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 32BJ

Michael P. Fishman
President

**MINIMUM WAGE RATES FOR
APARTMENT BUILDING STAFF
(Excluding Superintendents)**

Effective

APRIL 21, 2006 to OCTOBER 20, 2006
(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$19.7658	\$29.6487	\$790.63
Others	\$17.9408	\$26.9112	\$717.63
Class B			
Handyperson	\$19.708	\$29.652	\$788.32
Others	\$17.883	\$26.8245	\$715.32
Class C			
Handyperson	\$19.6503	\$29.4755	\$786.01
Others	\$17.8253	\$26.7380	\$713.01

**MINIMUM WAGE RATES FOR
APARTMENT BUILDING STAFF
(Excluding Superintendents)**

Effective

OCTOBER 21, 2006 to JUNE 30, 2007
(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$20.0658	\$30.0987	\$802.63
Others	\$18.1908	\$27.2862	\$727.63
Class B			
Handyperson	\$20.008	\$30.012	\$800.32
Others	\$18.133	\$27.1995	\$725.32
Class C			
Handyperson	\$19.9503	\$29.9254	\$798.01
Others	\$18.0753	\$27.1129	\$723.01

**MINIMUM WAGE RATES FOR
APARTMENT BUILDING STAFF
(Excluding Superintendents)**

Effective
JULY 1, 2007 to DECEMBER 31, 2007

(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$20.3408	\$30.5112	\$813.63
Others	\$18.4408	\$27.6612	\$737.63
Class B			
Handyperson	\$20.283	\$30.4245	\$811.32
Others	\$18.383	\$27.5745	\$735.32
Class C			
Handyperson	\$20.2253	\$30.3379	\$809.01
Others	\$18.3253	\$27.4879	\$733.01

**MINIMUM WAGE RATES FOR
APARTMENT BUILDING STAFF
(Excluding Superintendents)**

Effective
JANUARY 1, 2008 to JUNE 30, 2008
(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$20.6158	\$30.9237	\$824.63
Others	\$18.6908	\$28.0362	\$747.63
Class B			
Handyperson	\$20.558	\$30.837	\$822.32
Others	\$18.633	\$27.9495	\$745.32
Class C			
Handyperson	\$20.5003	\$30.7504	\$820.12
Others	\$18.5753	\$27.8629	\$743.01

**MINIMUM WAGE RATES FOR
APARTMENT BUILDING STAFF
(Excluding Superintendents)**

Effective
JULY 1, 2008 to APRIL 20, 2009

(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$20.9158	\$31.3737	\$836.63
Others	\$18.9408	\$28.4112	\$757.63
Class B			
Handyperson	\$20.858	\$31.287	\$834.32
Others	\$18.883	\$28.3245	\$755.32
Class C			
Handyperson	\$20.8003	\$31.2004	\$832.01
Others	\$18.8253	\$28.2379	\$753.01

**MINIMUM WAGE RATES FOR
APARTMENT BUILDING STAFF
(Excluding Superintendents)**

Effective
APRIL 21, 2009 to OCTOBER 20, 2009
(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$21.2033	\$31.8049	\$848.13
Others	\$19.2033	\$28.8049	\$768.13
Class B			
Handyperson	\$21.1455	\$31.7182	\$845.82
Others	\$19.1455	\$28.7118	\$745.32
Class C			
Handyperson	\$21.0878	\$31.6317	\$843.51
Others	\$19.0878	\$28.6317	\$763.51

**MINIMUM WAGE RATES FOR
APARTMENT BUILDING STAFF
(Excluding Superintendents)**

Effective
OCTOBER 21, 2009 to APRIL 20, 2010
(40-Hour Standard Work Week of Five 8-Hour Days)

	Regular Hourly Rate	Overtime Hourly Rate	Weekly Wage
Class A			
Handyperson	\$21.4908	\$32.2362	\$859.63
Others	\$19.4658	\$29.1987	\$778.63
Class B			
Handyperson	\$21.433	\$32.1495	\$857.32
Others	\$19.408	\$29.112	\$776.32
Class C			
Handyperson	\$21.3753	\$32.0629	\$855.01
Others	\$19.3503	\$29.0254	\$774.01